

Chemours Legal

Kelly K. Burns

Corporate Paralegal
The Chemours Company FC, LLC
1007 Market Street
D7029
Wilmington, DE 19899
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Kelly.k.burns@chemours.com

July 9, 2015

FEDERAL EXPRESS OVERNIGHT

John Filippelli
Director - Clean Air and Sustainability Division
U.S. Environmental Protection Agency, Region 2
290 Broadway
New York, NY 10007-1866

RE: Financial Assurance – Chambers Works, NJ Corrective Action – Bond LPM9109788

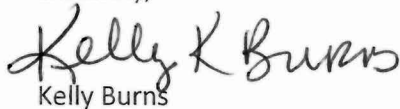
Dear Mr. Filippelli:

Enclosed in this mailing is 1 originally executed Surety Bond effective 7/1/2015 for The Chemours Company FC, LLC regarding the below:

Performance Bond # LPM9109788
EPA ID No.: NJD 002 385 730 – Region 2
Chambers Works
Shell Road
Route 130
Deepwater, NJ 08023
Corrective Action Amount: \$16,616,000

If you have any questions or concerns, please contact me.

Sincerely,



Kelly Burns
Corporate Paralegal

KKB/bfg
Enclosures

cc: Mr. Sin-Kie Tjho
U.S. EPA Region 2 – 22nd Floor
290 Broadway
New York, NY 10007-1866

B.4 Surety Bond:

The surety bond must be worded as follows, except that instructions in brackets must be replaced with the relevant information and the brackets deleted:

PERFORMANCE BOND

DATE BOND EXECUTED: 07/07/2015
PERIOD OF COVERAGE: 07/01/2015 – Continuous Until Cancelled
PRINCIPAL: The Chemours Company FC, LLC, 1007 Market
Street, Wilmington, DE 19899
TYPE OF ORGANIZATION: Corporation
STATE OF INCORPORATION (If Applicable): Delaware
SURETY(IES): Fidelity and Deposit Company of Maryland and
Zurich American Insurance Company, 1400 American Lane, Tower
I, 18th Floor, Schaumburg, IL 60196

SCOPE OF COVERAGE:

EPA ID No.: NJD 002 385 730 – Region 2

Chambers Works

Shell Road, Route 130

Deepwater, NJ 08023

Corrective Action Amount: \$16,616,000

PENAL SUMS OF BOND: Per occurrence \$ 16,616,000
Annual aggregate \$ 16,616,000

SURETY'S BOND NUMBER: LPM9109788

Know all Persons by These Presents, that we, the Principal and Surety(ies), hereto are firmly bound to the Department, in the above penal sums for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally; provided that, where the Surety(ies) are corporations acting as co-sureties, we the Sureties, bind ourselves in such sums jointly and severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sums only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sums.

Whereas said Principal is required under N.J.S.A. 58:10-23.11 to provide financial assurance for cleanup and removal activities arising from operating the facility(ies) identified above, and

Whereas said Principal shall establish a standby trust fund as is required when a surety bond is used to provide such financial assurance;

Now, therefore, the conditions of the obligation are such that if the Principal shall faithfully perform cleanup and removal activities arising from operating the facility(ies) identified above, or if the Principal shall provide alternate financial assurance within 120 days after the date the notice of cancellation is received by the Principal from the Surety(ies), then this obligation shall be null and void; otherwise, it is to remain in full force and effect.

Such obligation does not apply to any of the following:

- (a) Any obligation of owner under a workers' compensation, disability benefits, or unemployment compensation law or other similar law;
- (b) Bodily injury to an employee of owner arising from, and in the course of, employment by owner;
- (c) Bodily injury or property damage not related to a discharge arising from the ownership, maintenance, use, or entrustment to others of any aircraft, motor vehicle, or watercraft;
- (d) Property damage to any property owned, rented, loaned to, in the care, custody, or control of, or occupied by owner that is not the direct result of a discharge from the facility;
- (e) Bodily injury or property damage for which owner is obligated to pay damages by reason of the assumption of liability in a contract or agreement other than a contract or agreement entered into to meet the requirements of N.J.A.C. 7:1E-4.5.

Upon notification by the Department that the Principal has failed to perform cleanup and removal activities in accordance with the Department's instructions, as guaranteed by this bond, the Surety(ies) shall either perform cleanup and removal activities in accordance with the Department's instructions, or place funds in an amount up to the annual aggregate penal sum into the standby trust fund as directed by the Department.

Upon notification by the Department that the Principal has failed to provide alternate financial assurance within 60 days after the date the notice of cancellation is received by the Principal from the Surety(ies) and that the Department has determined or suspects that a discharge has occurred, the Surety(ies) shall place funds in an amount not exceeding the annual aggregate penal sum into the standby trust fund as directed by the Department.

The Surety(ies) shall become liable on this bond obligation only when the Principal has failed to fulfill the conditions described above.

The Surety(ies) hereby waive(s) notification of amendments to applicable laws, statutes, rules, and regulations and agrees that no such amendment shall in any way alleviate its (their) obligation on this bond.

The liability of the Surety(ies) shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the annual aggregate to the penal sum shown on the face of the bond, but in no event shall the obligation of the Surety(ies) hereunder exceed the amount of said annual aggregate penal sum.


The Surety(ies) may cancel the bond by sending notice of cancellation by certified mail to the Principal and the Department, provided, however, that cancellation shall not occur during the 120 days beginning on the date of receipt of the notice of cancellation by the Principal or the date of receipt of the notice of cancellation by the Department, whichever is later, as evidenced by the return receipt.

The Principal may terminate this bond by sending written notice to the Surety(ies).

In Witness Whereof, the Principal and Surety(ies) have executed this Bond and have affixed their seals on the date set forth above.

The persons whose signatures appear below hereby certify that they are authorized to execute this surety bond on behalf of the Principal and Surety(ies) and that the wording of this surety bond is identical to the wording specified in Appendix B of N.J.A.C. 7:1E as such rules were constituted on the date this bond was executed.

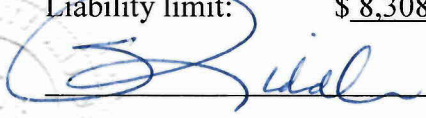
PRINCIPAL

[Signature(s)] 
[Name(s)] SAMER RALHAN
[Title(s)] VP, Treasurer.
[Corporate seal]

CORPORATE SURETY(IES)


Fidelity and Deposit Company of Maryland
1400 American Lane, Tower I, 18th Floor, Schaumburg, IL 60196

State of Incorporation: Maryland
Liability limit: \$ 8,308,000.00


Cori Riddle, Attorney-in-Fact
[Corporate seal]

Zurich American Insurance Company
1400 American Lane, Tower I, 18th Floor, Schaumburg, IL 60196

State of Incorporation: New York
Liability limit: \$ 8,308,000.00


Cori Riddle, Attorney-in-Fact
[Corporate seal]

[For every co-surety, provide signature(s), corporate seal, and other information in the same manner as for Surety above.]

Bond premium: \$ 99,696.00

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 7th day of July, 2015.



Gerald F. Haley

Gerald F. Haley, Vice President

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

pursuant to N.J.S.A. 2A:44-143

(for use when surety(ies) have a certificate from U.S. Secretary of the Treasury in accordance with 31 U.S.C. §9305)

Fidelity and Deposit Company of Maryland,

surety on the attached bond, hereby certifies the following:

- (1) The surety meets the applicable capital and surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.
- (2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety participating in the issuance of the attached bond is in the following amounts as of the calendar year ended December 31, 2013 which amounts have been certified on a Certification by PricewaterhouseCoopers, LLP and are included in the Annual Statement on file with the New Jersey Department of Insurance, 20 West State Street CN-325, Trenton, New Jersey 08625-0325.

Fidelity and Deposit Company of Maryland, \$168,959,539

With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. §9305, the underwriting limitation established therein on July 1, 2013 is as follows:

Fidelity and Deposit Company of Maryland, \$16,058,000

The amount of the bond to which the statement and certification is attached is \$8,308,000.00

- (1) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in item (3) above, then for each such contract of reinsurance:

(a) The name and address of each such insurer under that contract and the amount of the reinsurer's participation in the contract is as follows:

and;

(b) Each surety that is party to any such contract of reinsurance certifies that each insurer listed under item (5)(a) satisfies the credit for reinsurance requirement established under P.L. 1993, c.243(C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

CERTIFICATE

I, Geoffrey Delisio, as Vice President for Fidelity and Deposit, a corporation domiciled in Maryland, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements made by me are false, this bond is VOIDABLE.



Geoffrey Delisio, Vice President

Dated: July 7, 2015

Effective: May 43, 2014

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

pursuant to N.J.S.A. 2A:44-143

(for use when surety(ies) have a certificate from U.S. Secretary of the Treasury in accordance with 31 U.S.C. §9305)

Zurich American Insurance Company ,

surety on the attached bond, hereby certifies the following:

- (1) The surety meets the applicable capital and surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.
- (2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety participating in the issuance of the attached bond is in the following amounts as of the calendar year ended December 31, 2013, which amounts have been certified on a Certification by PricewaterhouseCoopers, LLP and are included in the Annual Statement on file with the New Jersey Department of Insurance, 20 West State Street CN-325, Trenton, New Jersey 08625-0325.

Zurich American Insurance Company, \$7,798,418,339

With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. §9305, the underwriting limitation established therein on July 1, 2013 is as follows:

Zurich American Insurance Company, \$693,569,000

The amount of the bond to which the statement and certification is attached is \$ 8,308,000.00

- (1) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in item (3) above, then for each such contract of reinsurance:

(a) The name and address of each such insurer under that contract and the amount of the reinsurer's participation in the contract is as follows:

and;

(b) Each surety that is party to any such contract of reinsurance certifies that each insurer listed under item (5)(a) satisfies the credit for reinsurance requirement established under P.L. 1993, c.243(C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

CERTIFICATE

I, Geoffrey Delisio, as Vice President for Zurich American Insurance Company, a corporation domiciled in New York, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements made by me are false, this bond is VOIDABLE.

Geoffrey Delisio

Geoffrey Delisio, Vice President

Dated: July 7, 2015
Effective: May 15, 2014

(Acknowledgment by Principal)

STATE OF Delaware)
COUNTY OF New Castle) ss:

On this 9th day of July, 2015, before me personally came Samir Ralhan, to me know, who, being by me duly sworn, did depose and say that he/she resides in Wilmington, Delaware; that he/she is the Treasurer of The Chemours Company, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he/she signed his/her name thereto by like order.

BARBARA S. WALLACE
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires July 8, 2017

Barbara S. Wallace
Notary Public

(Acknowledgment by Surety Company)

STATE OF Pennsylvania)
COUNTY OF Philadelphia) ss:

BE IT REMEMBERED that on this 7th day of July, 2015 before me, the subscriber, personally came Cori Riddle, who acknowledged under oath to my satisfaction that he/she executed the attached bond on behalf of and as Attorney-in-Fact for Fidelity and Deposit Company of Maryland and Zurich American Insurance Company, Surety named in said bond, that he/she signed, sealed and delivered the same as his/her voluntary act and deed and as the voluntary act and deed of the Surety for the uses and purposes therein expressed, that the seal affixed to the bond is the corporate seal of Surety, and that he/she executed the said bond under authority given him/her-by said Surety.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Sally Phillips, Notary Public
City of Philadelphia, Philadelphia County
My Commission Expires Nov. 10, 2015
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Sally Phillips
Sally Phillips, Notary Public